

**CITY OF FAIRFIELD**

**RESOLUTION NO. 2017 - 183**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD APPROVING  
PLANS AND SPECIFICATIONS AND AWARDDING A CONTRACT CALIFORNIA  
TRENCHLESS INC. FOR THE SANITARY SEWER 2017 REHABILITATION  
PROJECT**

**WHEREAS**, the bid opening for the Sanitary Sewer 2017 Rehabilitation Project took place on June 13, 2017; and

**WHEREAS**, the apparent low bidder was California Trenchless Inc. in the amount of \$1,358,405; and

**WHEREAS**, staff has reviewed the bid documents from California Trenchless Inc. and found them to be in order; and

**WHEREAS**, staff is recommending that the City Council award a contract to California Trenchless Inc. as the lowest responsible and responsive bidder.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY  
RESOLVES:**

Section 1. The plans and specifications for the Sanitary Sewer 2017 Rehabilitation Project are hereby approved.

Section 2. The City Manager is directed to enter into a contract with California Trenchless Inc. for the Sanitary Sewer 2017 Rehabilitation Project for the amount of \$1,358,405.

Section 4. The City Manager is authorized to enter into an escrow agreement for security deposits in lieu of retention for said contract, if necessary.

Section 5. The City Manager is hereby authorized to implement the above-mentioned contract and escrow agreement.

**PASSED AND ADOPTED** this 18th day of July, 2017, by the following vote:

AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/MOY/VACCARO

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: Timmo, Bertani  
NONE

ABSTAIN: COUNCILMEMBERS: None  
MAYOR Harry T. Puma

ATTEST:

Ym Alf, Deputy  
CITY CLERK  
pw

## ARTICLES OF AGREEMENT

THIS AGREEMENT, made on the day of August 10, 2017, by and between CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and CALIFORNIA TRENCHLESS, INC., party of the second part, hereinafter called the CONTRACTOR.

It is understood Engineer representing the CITY shall be the City Engineer of Fairfield, acting directly or through properly authorized agents.

WITNESSETH, that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

### I. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the plans and described in the specifications for the project entitled:

#### **SANITARY SEWER 2017 REHABILITATION PROJECT**

all in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

- a. Plans prepared for same by NV5, Inc.  
numbered Sheet 1 through Sheet 13  
and dated May 5, 2017
- b. Advertisement for Bids.
- c. The Accepted Bid, dated June 13, 2017
- d. Instructions to Bidders.
- e. Specifications consisting of:
  - 1) Special Provisions.
  - 2) City of Fairfield Standard Details and Specifications, 2015 edition.
  - 3) Standard Specifications issued by State of California, Department of Transportation, Division of Highways, dated 2015.
- f. Performance Bond, dated July 24, 2017.
- g. Labor and Material Bond, dated July 24, 2017.

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned

in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

## II. TIME OF COMPLETION

- a. The work to be completed under this Contract shall be commenced upon written notice to proceed.
- b. The work shall be completed within **100** working days after the date of written notice to proceed.
- c. Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the Engineer, shall entitle the City to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" (LDs) an amount equal to **Five Hundred Dollars (\$500)** for each calendar day or fraction thereof that expires after the time specified herein of the Contractor to complete the work and the facility or improvements are useable for its intended use. LDs shall apply cumulatively and shall be presume to be damages suffered by the City resulting from delay in the completion of work.
- d. Liquidated Damages for delay in completion of work shall only cover administrative, overhead, general loss of public use damages, interest on bonds and lost revenues when applicable, suffered by the City as a result of delay. LDs shall not cover the cost to complete the work, damages resulting for defective work, costs of substitute facilities, or damages suffered by others who seek to recover their damages for the City (for example, delay claims from other contractors, sub-contractors, tenants, or third-parties, and defense costs thereof.

## III. CONTRACT SUM

- a. The CITY shall pay to the CONTRACTOR for the performance of the Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.
- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of Section 9 of the City of Fairfield Standard Specifications and Details General Provisions.

## SANITARY SEWER 2017 REHABILITATION PROJECT

### BID SCHEDULE

Item No.	Item of Work	Unit	Qty.	Unit Price	Total Price
201	MOBILIZATION/DEMOBILIZATION	LS	1	\$50,000.00	\$50,000.00
202	STORM WATER POLLUTION PREVENTION	LS	1	\$2,500.00	\$2,500.00
203	TRAFFIC CONTROL & CONSTRUCTION SIGNAGE	LS	1	\$15,000.00	\$15,000.00
204	DEMOLITION, REMOVALS AND REPAIRS	LS	1	\$35,000.00	\$35,000.00
205	8" PVC SANITARY SEWER MAIN (OPEN-TRENCH)	LF	2,910	\$242.00	\$704,220.00
206	8" VCP TO 8" HDPE SANITARY SEWER MAIN (PIPE BURSTING)	LF	810	\$125.00	\$101,250.00
207	8" DIP SANITARY SEWER MAIN THROUGH SD MANHOLES	LF	30	\$260.00	\$7,800.00
208	SEWER ABANDONMENT	LF	2,790	\$9.00	\$25,110.00
209	INSTALL SANITARY SEWER MANHOLE	EA	14	\$5,000.00	\$70,000.00
210	REMOVE EXISTING SANITARY SEWER MANHOLE	EA	1	\$3,500.00	\$3,500.00
211	REMOVE SANITARY SEWER RODDING INLET	EA	4	\$1,500.00	\$6,000.00
212	SANITARY SEWER MAIN CONNECTION TO EXISTING MANHOLE	EA	8	\$1,200.00	\$9,600.00
213	4" SANITARY SEWER LATERAL	EA	101	\$2,500.00	\$252,500.00
214	4" SANITARY SEWER CLEANOUT AND BOX	EA	101	\$425.00	\$42,925.00
215	REFORM SANITARY SEWER MANHOLE BOTTOM	EA	7	\$1,000.00	\$7,000.00
216	ABANDON SANITARY SEWER MANHOLE IN PLACE	EA	2	\$850.00	\$1,700.00
217	REMOVE EXISTING SANITARY SEWER MAIN	LF	40	\$25.00	\$1,000.00
218	SEWER BYPASS SYSTEM	LS	1	\$15,000.00	\$15,000.00
219	TRAFFIC SIGNAL DETECTOR LOOPS	LS	1	\$3,500.00	\$3,500.00
220	UTILITY CROSSINGS	EA	4	\$1,200.00	\$4,800.00
<b>TOTAL BID PRICE</b>				<b>\$1,358,405.00</b>	

IV. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

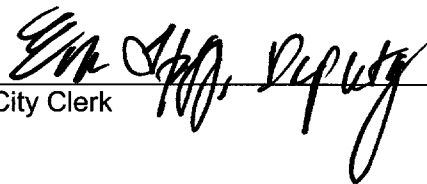
V. WORKERS' COMPENSATION

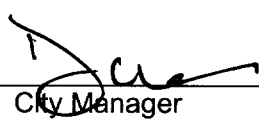
Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.


WITNESS:

CITY OF FAIRFIELD

  
City Clerk

By:   
City Manager *COM*

CALIFORNIA TRENCHLESS, INC.  
Contractor

By:   
President  
Title

Licensed in accordance with an act providing for the registration of contractors.

Contractor's License:

a. Class: A  
b. Number: 735769  
c. Expiration Date: 05/31/2019  
FEI Number: 94-3277201

CITY OF FAIRFIELD  
STATE OF CALIFORNIA

PROPOSAL

**SANITARY SEWER 2017 REHABILITATION PROJECT**

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the proposed work, that he has examined the plans, specifications, and all the contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said plans, specifications, and contract documents in consideration of the attached schedule.

The undersigned further agrees that, upon written acceptance of this bid, he will within 15 working days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed and shall diligently prosecute the same to completion before the expiration of **100 working days** from the date of said written notice to proceed.

Bids are to be submitted for the entire work.

The amount of the bid for comparison purposes will be total amount of bid.

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for this item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The following quantities are approximate only, being given as a basis for the comparison of bids, and the City of Fairfield does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer. The undersigned further agrees to accept the aforesaid unit bid prices in compensation for any additions or deductions caused by variation in quantity due to more accurate measurement or by any changes or alterations in the plans or specifications of the work.

Bidder acknowledges receipt of the following addenda:

Addendum No.	<u>None</u>	Date:	<u></u>
Addendum No.	<u></u>	Date:	<u></u>
Addendum No.	<u></u>	Date:	<u></u>
Addendum No.	<u></u>	Date:	<u></u>



**SANITARY SEWER 2017 REHABILITATION PROJECT**  
**BID SCHEDULE**

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219	TRAFFIC SIGNAL DETECTOR LOOPS	LS	1	3,500.00	3,500.00
220	UTILITY CROSSINGS	EA	4	1,200.00	4,800.00
TOTAL BID PRICE			\$1,358,405.00		

Bidder shall complete this form legibly and in its entirety. An incomplete form shall be grounds for disqualification of the bid.

SANITARY SEWER 2017 REHABILITATION PROJECT

DESIGNATION OF SUBCONTRACTORS

In accordance with Section 8 of the General Provisions of the City of Fairfield Standard Specifications and Details for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof. **The bidder shall note that he shall perform with his own organization at least 50% of the work with the remainder of the work performed by subcontractors.**

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name, CSLB license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project, the portion of the work to be performed by each subcontractor, and the percent of the total contract to be performed by each subcontractor, is set forth below. All columns are to be filled out. However, the information on percent of total contract may be submitted either with the bid, or within twenty-four (24) hours after the deadline for receipt of bids.

Subcontractor's Name and Address	Subcontractor's CSLB License Number	Portion of Work or Items to be Performed	Percent of Total Bid <sup>1</sup>
1) NO. Subcontractors.			
2)			
3)			
4)			
5)			

*Note: Attach additional sheets if required*

1. Must be submitted within 24-hours of deadline for receipt of bids.

California Trenchless Inc.

Name of Firm

2283 Dunn Rd. Hayward CA 94545

Business Address

Phone Number

Signature of Responsible Official

Contractor's License:

a. Class:

A

b. Number:

735769

c. Expiration Date:

5-31-19

FEI Number:

94-3277201

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

California Trenchless Inc

Michael B. Jordan

President/Secretary/Treasurer

NONCOLLUSION DECLARATION TO BE EXECUTED  
BY  
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

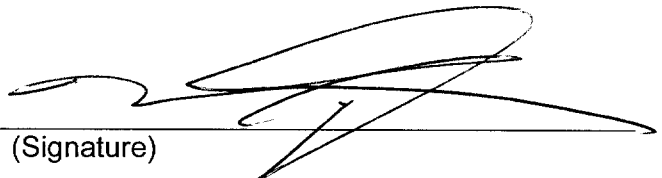
I am the President of California Trenchless Inc. the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 6/13/17 [date], at Hayward [city], California [state].

6/13/17  
(Date)

  
(Signature)

NOTE: THIS FORM MUST BE NOTARIZED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Alameda )

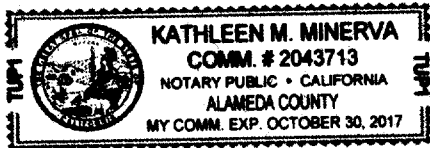
On June 13, 2017 before me, Kathleen M. Minerva, Notary Public, Here Insert Name and Title of the Officer

personally appeared Michael B. Jardin Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Kathleen M. Minerva Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: / Document Date:

Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: p/k

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General /

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

Signer's Name:

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

**BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

**SANITARY SEWER 2017 REHABILITATION PROJECT**

WHEREAS California Trenchless, Inc.  
2283 Dunn Road, Hayward, CA 94545  
*(Name and address of Bidder)*

("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and Hartford Fire Insurance Company  
595 Market Street, 5th Floor, San Francisco, CA 94105  
*(Name and address of Surety)*

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of \_\_\_\_\_  
ten percent (10%) of the total amount of the bid

Dollars (\$ 10%), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: June 6th, 2017

“Contractor”

“Surety”

California Trenchless, Inc.

Hartford Fire Insurance Company

By: Michael B. Jardin, President  
Title

By: Carlos A. Albelo, Attorney-in-Fact  
Title

By: Title

By: Title

(Seal)

(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

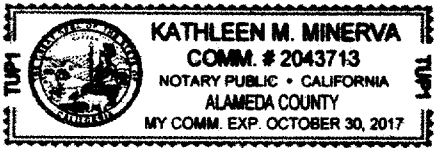
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Alameda )  
On June 13, 2017 before me, Kathleen M. Minerva, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Michael B. Jardin  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: / Document Date:  
Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: N/A  
☐ Corporate Officer — Title(s):  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other:  
Signer Is Representing:

Signer's Name:  
☐ Corporate Officer — Title(s):  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other:  
Signer Is Representing:



A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

#### ACKNOWLEDGEMENT

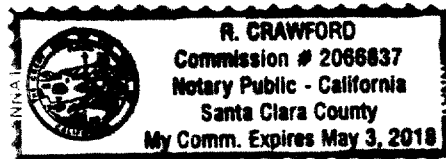
State of California

County of Santa Clara

On 6-6-17 before me, R Crawford, a Notary Public, personally appeared Carlos A. Albelo who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature  (Seal)

# POWER OF ATTORNEY

Direct Inquiries/Claims to:  
THE HARTFORD  
BOND, T-12  
One Hartford Plaza  
Hartford, Connecticut 06155  
[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)  
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: PENTARISK INSURANCE SERVICES LLC  
Agency Code: 57-152309

- |                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut         |
| <input checked="" type="checkbox"/> | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana         |
| <input checked="" type="checkbox"/> | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/>            | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/>            | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana            |
| <input type="checkbox"/>            | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois     |
| <input type="checkbox"/>            | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana   |
| <input type="checkbox"/>            | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Carlos A. Albelo, Cynthia P. Castellano, Jim Untiedt of SAN JOSE, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*John Gray*

John Gray, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Nora M. Stranko*

Nora M. Stranko  
Notary Public

My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 6, 2017.  
Signed and sealed at the City of Hartford.



*Kevin Heckman*

Kevin Heckman, Assistant Vice President